

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

QVC, INC.,

Plaintiff,

v.

INTERACTIVE GROUP LIMITED,

Defendant.

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Civil Action No.: 12-01761-LFR

**ANSWER WITH AFFIRMATIVE DEFENSES OF DEFENDANT
INTERACTIVE GROUP LIMITED TO PLAINTIFF'S COMPLAINT**

Defendant, Interactive Group Limited (hereinafter "Answering Defendant"), through its counsel, Law Office of Jason Rabinovich, PLLC., hereby Answers Plaintiff's Complaint, as follows:

PARTIES

1. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

2. Admitted.

3. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied, and strict proof thereof is demanded at trial.

JURISDICTION AND VENUE

4. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied, and strict proof thereof is demanded at trial.

5. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied, and strict proof thereof is demanded at trial.

SUBSTANTIVE ALLEGATIONS

6. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

7. Denied.

A. The Purchase Orders

8. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

9. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

10. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

11. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

12. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

13. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

14. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

15. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

16. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

17. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

18. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

19. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

20. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

21. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

22. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

23. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of

further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

24. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

B. The Customer Return Merchandise

25. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

26. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

C. The Sale or Return Merchandise

27. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of

further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

28. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

29. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

D. Rejection (or Revocation of Acceptance) of the Merchandise

30. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied. By way of further answer, the allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded.

31. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

32. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

E. Additional Unpaid Vendor Charges

1. Short Shipment Debit

33. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

34. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

2. Price Difference Debit

35. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

36. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this

paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

3. The Vendor Chargeback

37. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

38. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

4. The PAF Charges

39. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

40. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of

further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

5. QPlatforms Deductions

41. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

42. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

6. The Vendor Funded Shipping and Handling Charges

43. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, the Plaintiff's claim(s) is/are barred by the statutes of fraud to the extent that its claim(s) are based on any contractual obligations, which are not embodied in a writing.

44. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of

further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

7. Quality Assurance Returns

45. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

46. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

47. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant.

F. Defendant's Breach of the Payment Plan

48. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, the Plaintiff's claim(s) is/are barred by the statutes of fraud to the extent that its claim(s) are based on any contractual obligations, which are not embodied in a writing.

49. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, the Plaintiff's claim(s) is/are barred by the statutes of fraud to the extent that its claim(s) are based on any contractual obligations, which are not embodied in a writing.

50. Denied. The allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

51. Denied as stated. It is specifically denied that there was any outstanding debit balance owed by Answering Defendant to Plaintiff.

COUNT I

52. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

53. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

54. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

55. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

WHEREFORE, Defendant Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

COUNT II

56. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

57. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

58. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

59. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

WHEREFORE, Defendant Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

COUNT III

60. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

61. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

62. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of

further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

63. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

WHEREFORE, Defendant Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

COUNT IV

64. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

65. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain

conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

66. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

WHEREFORE, Defendant Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

COUNT V

67. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

68. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, it is specifically denied that the terms and conditions were sent by Plaintiff and/or received by Answering Defendant. Furthermore, the allegations of this paragraph contain conclusions of law to which no response is required. To the extent, if at all, the allegations of this paragraph are not conclusions of law and a response is required, they are denied.

69. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

70. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

WHEREFORE, Defendant Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

COUNT VI

71. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

72. Denied. The allegations contained in this paragraph are based on a writing which speaks for itself; as such, no response is required. To the extent the allegations contained in this paragraph may be deemed factual, they are denied, with strict proof demanded. By way of further answer, the Plaintiff's claim(s) is/are barred by the statutes of fraud to the extent that its claim(s) are based on any contractual obligations, which are not embodied in a writing.

73. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

74. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

WHEREFORE, Defendant Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

COUNT VII

75. Answering Defendant incorporates by reference the above paragraphs as if fully set forth herein.

76. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further answer, it is specifically denied that Answering Defendant has been unjustly enriched at the expense of Plaintiff.

WHEREFORE, Answering Defendant, Interactive Group Limited, demands judgment in its favor and against the Plaintiff, along with attorneys' fees, costs, interest, and any such other relief this Honorable Court deems appropriate.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by its failure to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by any and all applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's alleged injuries, damages, and/or losses may be reduced and/or eliminated by the Plaintiff's comparative or contributory negligence.

FROURTH AFFIRMATIVE DEFENSE

Answering Defendant preserves all affirmative defenses that may apply under the doctrine of assumption of the risk.

FIFTH AFFIRMATIVE DEFENSE

If Plaintiff suffered injuries, damages and/or losses as alleged in their Complaint, which are denied, they were caused or contributed to by conditions or persons and/or entities over whom or which Answering Defendant had no control and for which it is not responsible.

SIXTH AFFIRMATIVE DEFENSE

The conduct of persons and/or entities other than Answering Defendant consists of an intervening, superseding cause, obviating any liability on the part of Answering Defendant, the existence of any such liability being expressly and specifically denied.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel.

NINTH AFFIRMATIVE DEFENSE

Answering Defendant owed no duty to Plaintiff and/or if duty was owed, Answering Defendant did not breach any duty to Plaintiff.

TENTH AFFIRMATIVE DEFENSE

Plaintiff failed to mitigate its alleged damages, if any.

ELEVENTH AFFIRMATIVE DEFENSE

Answering Defendant was not negligent, careless, reckless, and/or acted willfully nor did it breach any duty owed to Plaintiff as a result of which Plaintiff alleges it sustained damages.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by its own actions.

THIRTEENTH AFFIRMATIVE DEFENSE

Answering Defendant has fully, and in good faith performed all conditions and obligations under any and all agreements, if any exist, with the Plaintiff.

FOURTEENTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred by the statutes of fraud to the extent that its claims are based on any contractual obligations, which are not embodied in a writing.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's action herein is barred in whole or in part by the doctrine of justification.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Claims are barred by the gist of the action and/or economic loss doctrines.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of set-off or recoupment.

NINETEENTH AFFIRMATIVE DEFENSE

Answering Defendant reserves the right to raise additional defenses as this case proceeds to discovery and towards trial.

WHEREFORE, Answering Defendant demands judgment in its favor and against Plaintiff, together with all costs, attorney's fees, disbursements, and recoverable fees.

Respectfully submitted,
Law Office of Jason Rabinovich, PLLC.

By: /s/ Jason Rabinovich
Jason Rabinovich, Esq.
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PO Box 922
Conshohocken, PA 19428-0922
Tel: (267) 423-4130
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Attorney(s) for Interactive Group Limited

Dated: August 21, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of August, 2013, I caused a true and correct copy of the foregoing Answer with Affirmative Defenses of Defendant Interactive Group Limited to Plaintiff's Complaint, to be served via ECF notice and/or E-Mail upon the following counsel of record and unrepresented parties:

SAUL EWING LLP
c/o NATHANIEL METZ
c/o AMY S. KLINE
1200 LIBERTY RIDGE DR
SUITE 200
WAYNE, PA 19087-5569
Attorneys for Plaintiff

/s/ Jason Rabinovich
Jason Rabinovich, Esq.

Dated: August 21, 2013